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ILLINOIS COMMERCE COMMISSION
STATE OF ILLINOIS

ILLINOIS
COMMERCE COMMISSION

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CHIEF CLERK'S OFFICE

ILLINOIS BELL TELEPHONE COMPANY)
(Ameritech Illinois) and)
COMM SOUTH COMPANIES, INC.)

Joint Petition for Approval of the Promotional Resale)
Discount Amendment to the Negotiated)
Interconnection Agreement dated November 18, 1999,)
pursuant to 47 U.S.C. § 252)

~~99-NA~~ 00-0018

**JOINT PETITION FOR APPROVAL OF THE PROMOTIONAL RESALE DISCOUNT
AMENDMENT TO THE
NEGOTIATED INTERCONNECTION AGREEMENT BETWEEN
COMM SOUTH COMPANIES, INC. AND AMERITECH ILLINOIS**

Illinois Bell Telephone Company ("Ameritech Illinois") and Comm South Companies, Inc., ("Comm South") through counsel, hereby request that the Commission review and approve the attached Promotional Resale Discount Amendment to the Interconnection Agreement dated November 18, 1999 pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. §§ 252 (a)(1), 252(e), (the "Act") and Federal Communications Commission Order in Docket No. 98-141. In support of their request, the parties state as follows:

1. The Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions and have entered into this Amendment to set forth such terms and conditions.

2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

3. Copies of the Promotional Resale Discount Amendment are available for public inspection in Ameritech Illinois' public offices.

WHEREFORE, Ameritech Illinois and Comm South Companies, Inc. respectfully request that the Commission approve the attached Promotional Resale Discount Amendment to the Interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

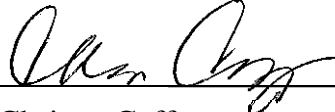
Respectfully submitted this 7th day of ~~December 1999~~ ^{January 2000.}

AMERITECH ILLINOIS



Mark Kerber
Ameritech Services, Inc.
225 West Randolph Street, 27D
Chicago, Illinois 60606
(312) 727-7140
Counsel

COMMSOUTH COMPANIES, INC.



Chris Caffey
Comm South Companies, Inc.
6830 Walling Lane
Dallas, Texas 75231
(972) 690-9955
Chief Operating Officer

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)	
(Ameritech Illinois) and)	
COMM SOUTH COMPANIES, INC.)	
)	99 NA _____
Joint Petition for Approval of the Promotional Resale)	
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Interconnection Agreement dated November 18, 1999,)	
pursuant to 47 U.S.C. § 252)	

STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Roger A. Sosa, am General Manager - Sales and Service for Ameritech Information Industry Services, and submit this Statement in support of the Joint Petition for Approval of the Promotional Resale Discount Amendment to the Negotiated Interconnection Agreement between Comm South Companies, Inc. and Ameritech Illinois.

The attached Promotional Resale Discount Amendment to the Interconnection Agreement (the "Agreement") between Illinois Bell Telephone Company ("Ameritech Illinois") and Comm South Companies, Inc. ("Comm South") was reached through voluntary negotiations between the parties. Accordingly, Ameritech Illinois and Comm South requests approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act") and Federal Communications Commission Order in Docket No. 98-141.

The Agreement meets all the requirements of the Act and the Commission should approve it.

The Agreement is amended as follows:

- Adds items to the Defined Terms of the Agreement.
- Added to Section 1.1 the following definition:

“FCC Conditions” mean the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

- Renumbered Section 21.19 to Section 21.20 and added new Section 21.19 as follows:

21.19 Effect of Conditions. In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under Illinois law grant similar rights against Ameritech, Reseller shall not have a right to invoke the relevant terms of the FCC Conditions in this Agreement, if Reseller has invoked substantially related conditions imposed on the merger under Illinois law.

- Section 2.2 is amended by adding the following definition:

Notwithstanding the foregoing, subject to the Reseller's qualification and compliance with the provisions of Paragraphs 47, 48 and 49 of the FCC Conditions, the promotional resale discount rate for services resold to residential Customers shall be as set forth in Paragraphs 47, 48 and 49 of the FCC Conditions for the period(s) specified therein, the rates, terms and conditions of which are incorporated herein by this reference.

STATE OF ILLINOIS

)


COUNTY OF COOK

)

)

VERIFICATION

Roger A. Sosa, being first duly sworn, states on oath that he is General Manager - Sales and Service for Ameritech Information Industry Services, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.



Roger A. Sosa

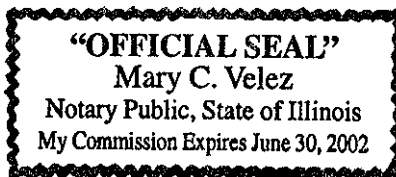
Subscribed and sworn

before me this

12th day of December

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Notary Public

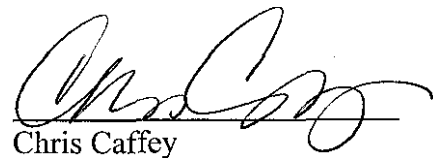


STATE OF TEXAS

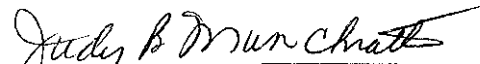
COUNTY OF DALLAS

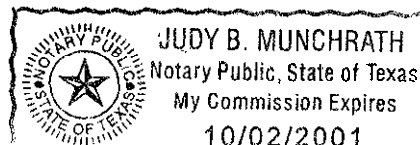
VERIFICATION

Chris Caffey, being first duly sworn, states on oath that he is Chief Operating Officer for Comm South Companies, Inc., and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.


Chris Caffey

Subscribed and sworn to before me this & day of Dec, 1999


Notary Public



**PROMOTIONAL RESALE DISCOUNT AMENDMENT TO THE LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES RESALE AGREEMENT**

This Resale Merger Amendment to the Local Exchange Telecommunications Services Resale Agreement (the "**Amendment**") is dated as of November 18, 1999 by and between Arneritech Information Industry Services, a division of Ameritech Services, Inc., with its principal offices at 350 North Orleans, Chicago, Illinois 60654, on behalf of and as an agent of Ameritech Illinois, ("**Ameritech**") and Comm South Companies, Inc., with its principal offices at 6830 Walling Lane, Dallas, Texas 75231 ("**Reseller**").

WHEREAS, Ameritech and Reseller are parties to that certain Local Exchange Telecommunications Services Resale Agreement dated as of March 6, 1998 (the "**Agreement**");

WHEREAS, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger CC Docket No. 98-141 (the "**FCC Conditions**"), agreed to offer to qualifying CLECs certain promotional resale discounts on telecommunication services that Ameritech provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers on terms and conditions described in the FCC Conditions; and

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the promotional resale discounts on services that are resold to residential end user customers as described in the FCC Conditions and incorporated by reference into this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1.0 DEFINED TERMS; DATES OF REFERENCE

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in the FCC Conditions.

1.2 "**Amendment Effective Date**" shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act.

1.3 For purposes of calculating the intervals set forth in the FCC Conditions:

the Merger Closing Date is October 8, 1999; and

the Offering Window period in Paragraph 49 of the FCC Conditions begins thirty (30) days after the Merger Closing Date.

2.0 AMENDMENTS TO THE AGREEMENT

Subject **to Section 3.0** below, on and after the Amendment Effective Date, the Agreement is hereby amended as follows:

2.1 **Section 1.1** of the Agreement is amended by adding the following definition in the appropriate alphabetical order:

“FCC Conditions” mean the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

2.2 **Article 21** is amended by renumbering **Section 21.19** to Section **21.20** and adding the following **Section 21.19**:

21.19 Effect of Conditions. In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under Illinois law grant similar rights against Ameritech, Reseller shall not have a right to invoke the relevant terms of the FCC Conditions in this Agreement, if Reseller has invoked substantially related conditions imposed on the merger under Illinois law.

2.3 **Schedule 2.2** of the Agreement is amended by adding thereto the following at the end thereof:

Notwithstanding the foregoing, subject to Reseller’s qualification and compliance with the provisions of Paragraphs 47, 48, and 49 of the FCC Conditions, the promotional resale discount rate for services resold to residential Customers shall be as set forth in Paragraphs 47, 48 and 49 of the FCC Conditions for the period(s) specified therein, the rates, terms and conditions of which are incorporated herein by this reference.

3.0 SUSPENSION OF FCC CONDITIONS

Notwithstanding anything to the contrary in the Agreement or this Amendment, if the Merger Agreement is terminated, or the FCC Conditions are overturned or any of the provisions of the FCC Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, the promotional discount rates and other provisions described in **Section 2.0** of this Amendment shall be automatically, without notice, suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by Reseller or provisioned by Ameritech after the date of such termination or order or finding.

4.0 MISCELLANEOUS

4.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically noted.

4.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Illinois, without reference to conflict of law provisions.

4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

4.4 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

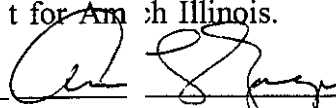
Comm South Companies, Inc.

B y B 

Printed: Chris Caffey

Title: VP, COO

Ameritech Information Industry
Services, a division of Ameritech
Services, Inc., on behalf of and as
agent for Ameritech Illinois.

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Printed: Anne L. Zaczek

Title: VP - Finance